

Kerala Gazette No. 29 dated 25th July 1967.

**PART III**

**UNIVERSITY OF KERALA**

**NOTIFICATION**

No GD. 1-841/65.

4th March 1967.

It is hereby notified under Section 37 (3) of the Kerala University Act, Act 14 of 1957, that the following amendment has been made to the First Ordinances of the University.

"That the following be substituted for the existing Ordinances in Chapter LVII—Conditions of Service of Teachers in Private Colleges:—

**CHAPTER LVII**

**CONDITIONS OF SERVICE OF TEACHERS IN  
PRIVATE COLLEGES**

**Definitions**

1. In the Ordinances in this Chapter unless otherwise specified:
  - (i) "Teachers" shall mean Principals, Professors, Additional Professors, Senior Lecturers, Lecturers, Junior Lecturers, Tutors, Demonstrators, Instructors and such other persons imparting instruction or controlling or supervising research in a private college affiliated to the University of Kerala.
  - (ii) "probationer" shall mean a teacher employed on probation in or against a substantive/temporary vacancy in a private college.
  - (iii) "Management" shall mean the Managing Body duly recognised by the University for managing the affairs of the college concerned.

**Appointment**

2. (a) Teachers shall be appointed from among duly qualified persons by the Managements of colleges by direct recruitment or by transfer on promotion as and when necessary, subject to the approval of the University.

Appointment by direct recruitment shall be to the post of Lecturers, Junior Lecturers, Tutors and Demonstrators and shall be made by advertisement and selection by a Committee consisting of:

- (i) two representatives of the management, of whom one shall be the Chairman of the Committee;
- (ii) the Principal of the College;
- (iii) the Head of the Department of study in the College; and
- (iv) a representative of the University nominated by the Vice-Chancellor.

It shall, however, be competent for the management to appoint teachers for a specific period without advertisement and selection, subject to the approval of the University.

(b) The principal shall have the prescribed qualifications and shall be appointed by the Management. In making the appointment due consideration shall be given to seniority and merit of persons already in the service of the College and it shall be subject to the approval of the University.

(c) Appointment to the post of professor/Head of the Department shall be made from among members of the staff in the concerned lower category eligible for promotion on the basis of seniority and merit and ability. The Selection Committee for the appointment shall consist of :—

- (i) two representatives of the management, of whom one shall be the Chairman of the Committee;
- (ii) the principal of the College;
- (iii) one expert in the subject, nominated by the management; and
- (iv) a representative of the University nominated by the Vice-Chancellor.

If there are no candidates suitable for promotion to a post in the College or Colleges under the management concerned the post shall be filled up by direct recruitment inviting applications and selection by the above Committee.

(d) (i) An additional professor may be appointed in Postgraduate Departments of Colleges where there is only one Professor for both Postgraduate and Undergraduate Departments.

(ii) Additional Professors shall have the qualifications and experience not less than those prescribed for Senior Lecturers.

(iii) An Additional Professor may be appointed in a Department when the Professor in charge of the Department happens to be the Principal of the College.

(iv) Additional Professors appointed prior to 1st October, 1965 shall be allowed to continue as such.

(v) Additional Professors shall be given the scale of pay of Rs. 400-700 prescribed for Heads of Departments.

(e) (i) A teacher with prescribed qualifications or who has been granted exemption by the Syndicate, having a minimum of ten years of service as lecturer shall be eligible for the senior lecturership. However, in the case of Junior Colleges, teachers with the required qualifications and at least four years of teaching experience at collegiate level may be posted as Senior Lecturers subject to the condition that there shall not be more than one Senior Lecturer in any department. In Junior Colleges, Senior Lecturers' cadre can be given only to those in charge of the departments of English Languages other than English, Science and Arts and allied subjects.

- (ii) The services of a teacher in the colleges affiliated to this University shall alone be taken into account in calculating the total teaching service. Service in colleges formerly affiliated to this University may also be taken into account.
- (iii) The Selection to the Senior lecturer's cadre shall be from a Seniority list prepared by the Principal based on the total service of the teacher as lecturer in the college in which he is working due consideration being given to service in other colleges.
- (iv) In the case of corporate management having more than one college the seniority list of all the teachers under the common management shall be prepared by the management. However, selection to the senior lecturership shall not exceed 20% of the total strength of the teaching staff of the individual colleges at any time.
- (v) Permanent teachers of a college on deputation or on study leave shall also be eligible for the post of senior lecturer on the basis of their seniority.

3. (a) At the time of appointment of a teacher, the management and the teacher shall enter into a written contract in the prescribed form (vide *Appendix I*) and lodge it with the management and a copy thereof shall be lodged with the Registrar within thirty days from the date of appointment and a copy shall be furnished to the teacher; provided that in the case of teachers who have been appointed before the date on which these Ordinances came into force a written contract shall be entered into between the teacher and the management in the prescribed form and the contract shall be lodged with the management and a copy of it shall be lodged with the Registrar within three months from the date on which these Ordinances are brought into force and a copy thereof shall be furnished to the teacher.

(b) Notwithstanding the transfer of the management of a college to any other body corporate or otherwise the terms and conditions contained in the contract executed as hereinbefore mentioned shall be binding on the transferee management and the teacher concerned.

4. Only women shall be appointed as teachers in Women's Colleges. In exceptional circumstances, when qualified women teachers are not available, men may be appointed temporarily with the sanction of the University, provided that this clause shall not prejudicially affect those teachers who are already in permanent service in Women's Colleges.

#### **Probation**

5. (a) Teachers appointed by direct recruitment shall be on probation for a period of two years within a period of three years. Teachers appointed by transfer on promotion shall be on probation for a period of one year within a period of two years. In exceptional cases, the period of probation may be extended by a period not exceeding one year, subject to the previous approval of the University.



(b) The management of the College may at any time before the expiry of the prescribed period of probation terminate at its discretion the probation of the probationer and discharge him from service if he is appointed by direct recruitment; revert him to his original appointment if the appointment to the new post is by transfer on promotion, after giving him either a month's notice or a month's salary in lieu thereof and likewise a teacher may terminate his service in the college during the period of probation either by giving the management a month's notice in writing or by paying the management a month's salary in lieu thereof.

(c) On satisfactory completion of the probation, the Management of the College shall confirm the teacher in the post if the post is substantially vacant. If the post is not substantially vacant or if the appointment is for a specific period the teacher shall be allowed to continue for the remaining period of his appointment.

(d) If the Management of the College on the expiry of the prescribed period of probation decides that the teacher is not suitable for continuance in the post in which he is appointed it shall discharge him from service/revert him to his original appointment as the case may be after giving him a reasonable opportunity of showing cause against the action proposed to be taken in regard to him.

(e) A probationer who is discharged/reverted under Sections (b) or (d) above shall be entitled to appeal against the order of discharge/reversion passed by the Management to the Vice-Chancellor of the University within a period of two months from the date on which he receives a copy of the order.

### General Conditions

6. All teachers, unless otherwise stated in the agreement, shall be full-time teachers of the College in which they are employed. They shall devote their entire time to the work of the College and shall not without a written permission of the Principal, engage themselves in any other work of a remunerative kind including private tuition but excluding such educational cultural activities as giving radio talks, writing books and articles for periodicals and such other activities wherein the key role of the teacher in modernisation of the society and development of the economy is given expression to. Where necessary, the Principal shall obtain the permission of the Management.

7. A teacher shall not take up work in a Tutorial College or similar institution or be connected in any manner with such College or Institution.

8. A teacher shall be present in the College during the working hours of the College whether he has teaching work or not, unless otherwise permitted by the Principal. Every teacher is expected to take full and effective part in such extra-curricular activities of the College and hostels attached to it as may be required by the Principal.

9. Any communication that a teacher may address to the Management of the College or to the University, shall be sent only through the Principal.

10. A teacher shall not apply for an appointment under any other authority except through the Principal.

11. (a) A teacher may terminate his service in the College by giving the Management of the College 3 months' notice in writing. Ordinarily no notice of termination of service by teachers shall be accepted by the Management during the middle of an academic year.

(b) A notice of three months shall be given by the Management to a teacher before his services are dispensed with on the abolition of his post. If, however, notice of three months is not given and the teacher has not been provided with other employment on the date on which his services are dispensed with, a compensation not exceeding his emoluments for the period by which the notice actually given to him falls short of three months shall be paid to him.

(c) The University shall fix the number of posts in each Department of a College at the beginning of each academic year.

12. A teacher attending any meeting of the University bodies or committees in his official capacity or any Educational Conference, Seminar, etc., approved by the College or superintending or conducting any public examination or engaging in any other activity in which the college is interested, or attending a Civil or Criminal Court as a witness in public interest in obedience to a summons from a Court, shall be considered to be on duty and be entitled to draw his full salary during his absence, provided that previous sanction of the Principal has been obtained. The decision of the Principal shall be final as to whether the attendance is in public interest or not.

13. Every teacher except when he is on approved leave shall be present in the college on the first working day in the year, failing which he shall lose the salary for the day of absence, provided, however that such absence and loss of salary shall not constitute a break of service. However, the Principal may grant special leave to the teacher in deserving cases.

#### Salary

14. (a) The salaries of teachers for a month shall be paid by the Management before the fifth of the succeeding month in accordance with the scales of pay fixed by the University from time to time.

(b) The following shall be the scales of pay of the teachers in private Arts/Science/Training/Junior Colleges with effect from 1-10-1965:—

#### ARTS/SCIENCE AND TRAINING COLLEGES

Principal	Rs. 600-40-800
Heads of Departments	Rs. 400-25-700
Senior Lecturers	Rs. 300-25-600
Lecturers	Rs. 250-25-500
Tutors/Demonstrators/Junior Lecturers	Rs. 150-10-200

## JUNIOR COLLEGES

Principal	Rs. 400-25-700
Senior Lecturers on each in charge of—	
(a) English	} Rs. 300-25-600
(b) Languages other than English	
(c) Science	
(d) Arts and Allied subjects	
Lecturers	Rs. 250-25-500
Tutor-/Demonstrators Junior Lecturers	Rs. 150-10-200

15. A teacher appointed on probation or for temporary service shall be eligible for such scales of pay and increments as are admissible to permanent teachers.

16. A permanent teacher or a teacher on probation shall be entitled to annual increment in the scale of pay of his post and it shall be paid as and when due as a matter of course unless it is withheld. In the case of a teacher appointed for a short period, who is relieved but subsequently re-appointed, the service prior to relief shall count for increment after re-appointment.

17. A permanent teacher or a teacher on probation shall be entitled to full salary during vacation. Teachers appointed temporarily for a period of not less than eight months shall also be entitled to full vacation salary. Persons appointed temporarily for periods less than eight months but not less than six months ending with the last working day of the academic year shall be entitled to vacation salary in such proportion as the period of service rendered during the academic year bears to eight months.

## Leave

18. Leave shall be granted to teachers by the management of the college on the recommendation of the Principal, provided, however, that casual leave may be granted by the Principal.

19. Leave shall not be claimed as a matter of right. When exigencies of the work so require, the management shall have full discretion to refuse leave or to revoke or curtail leave already granted.

20. Permanent teachers shall be eligible for the following kinds of leave:—

- (a) Casual leave
- (b) Earned leave
- (c) Half-pay leave
- (d) Commuted leave
- (e) Maternity leave
- (f) Leave without allowances
- (g) Study leave.



Teachers on temporary service and on probation shall, however, be eligible only for casual leave, maternity leave, and leave without allowances.

21. (a) Casual leave shall not be granted for a longer period than six days at a time or for more than fifteen days in an academic year.

(b) Casual leave may be combined in any manner with Sundays and authorised holidays subject to the condition that the total period of absence shall not exceed ten days, but shall not be combined with vacation or any other kind of leave.

(c) Casual leave shall not be retrospectively commuted into any other kind of leave, but when a teacher who proceeded on casual leave is granted some other kind of leave in continuation, such leave shall be held to have commenced from the date on which he proceeded on casual leave.

(d) Applications for casual leave showing reasons for the leave shall be addressed to the Principal and should be made at least a day in advance of the date on which leave is to be taken. When application for leave is not submitted in advance, an explanation stating the circumstances under which prior sanction for the leave was not obtained, shall be submitted to the Principal as early as possible and the Principal shall sanction leave retrospectively in bonafide cases.

(e) A teacher shall be entitled to full salary during his absence on casual leave.

22. (a) Earned leave is admissible to a teacher in respect of any year in which he is prevented from availing himself of the full vacation, in such proportion of thirty days as the number of days of vacation not availed of bears to the full vacation. If, in any year, he does not avail himself of the vacation, earned leave will be admissible to him in respect of that year at the rate of one-eleventh of the period spent on duty. He will cease to earn such leave when the leave due to him amounts to one hundred and eighty days and the maximum earned leave that may be granted at a time to a teacher under this rule shall be 120 days.

*Note:—*(1) The term 'year' should be interpreted to mean not a calendar year in which duty is performed, but twelve months of actual duty.

(2) The Principal of a College shall be treated as a non-vacation officer.

(b) A teacher on earned leave is entitled to leave salary equal to (i) the substantive pay on the day before the leave commences or the average monthly pay earned during the ten complete months preceding the month in which the leave commences whichever is greater; and (ii) such other compensatory allowances as admissible under the rules during period of leave.

23. (a) Half pay leave will be admissible to a teacher at the rate of twenty days for each completed year of service and will be available for private affairs or on medical certificate.

(b) Application for half-pay leave on Medical Certificate shall be made to the Principal and shall be accompanied by a Medical Certificate

from a registered medical practitioner. Half-pay leave on Medical Certificate can be either prefixed or suffixed with variation.

(c) A teacher on half-pay leave is entitled to leave salary equal to half the substantive pay on the day before the leave commences or half the average monthly pay earned during the ten complete months preceding the month in which the leave commences whichever is greater; subject in either case to a maximum of Rs. 75 J.

*Note:—1.* For the purpose of Ordinances 22 (b) and 23 (c) "substantive pay" means substantive pay of the permanent post which the teacher holds substantively or on which he holds a lien or would hold a lien had the lien not been suspended.

*Note:—2.* For the purpose of Ordinances 22 (b) and 23 (c) the leave salary of a teacher who is in permanent employment and who has been continuously officiating in another post for more than three years at the time he proceeds on leave, shall be calculated as if he were the substantive holder of the post in which he was so officiating or in which he would have so officiated but for his officiating appointment in an equivalent or still higher post.

*Explanation:—*The three years' limit shall include—

- (a) all periods of leave during which the teacher would have officiated in the post but for proceeding on leave; and
- (b) all periods of officiating service rendered in an equivalent or a still higher post but for the appointment to which he would have officiated in that post.

24. (a) Commuted leave not exceeding half the amount of half-pay leave due may be granted on medical certificate only to a teacher in permanent employment subject to the following conditions:—

- (i) Commuted leave during the entire service shall be limited to a maximum of 240 days.
- (ii) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
- (iii) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days.

Provided that no commuted leave may be granted under this Ordinance, unless the manager has reason to believe that the teacher will return to duty on its expiry.

(b) A teacher on commuted leave is entitled to leave salary equal to twice the amount admissible under Ordinance 23 (c).

25. A woman teacher shall be eligible for maternity leave on full salary for a period which may extend up to the end of three months from the date of its commencement, or to the end of eight weeks from the date of confinement, whichever is earlier.



Provided that a woman teacher who has three or more living children shall not be granted this leave.

*Note:—*(a) Maternity leave may also be granted in cases of miscarriage including abortion, subject to the condition that the leave does not exceed six weeks and application is supported by a certificate from the medical attendant.

(b) Leave applied for in continuation of maternity leave may be granted only on medical certificate.

26. Leave without allowances may be granted when no other leave under the rules is admissible.

27. Study leave may be granted by the managements to teachers in accordance with the rules appended (*Appendix II*).

28. A teacher offering himself for election to the State Legislature or Parliament shall proceed on leave from the date of acceptance of his nomination and in the event of his being elected, shall continue to be on leave till the term of his office expires. The lien of the teacher elected to the Assembly or Parliament shall be retained till he returns to duty after expiry of his office.

29. If a teacher absents himself without leave for more than five consecutive working days during the course of a month without sufficient reason his salary for the month shall be liable to be forfeited subject to further disciplinary action.

30. Vacation may be taken in combination with or in continuation of any kind of leave, provided the total duration of vacation and earned leave taken together, whether the earned leave is taken in combination with or in continuation of other leave or not, shall not exceed 120 days. The combination of earned leave and commuted leave will be limited to 240 days.

31. Any kind of leave under these Ordinances may be granted in combination with or in continuation of any other kind of leave except casual leave.

32. A leave account shall be maintained for each teacher.

#### **Disciplinary Action**

33. (1) *Suspension:—*The Management may at any time place a teacher under suspension where a disciplinary proceedings against him is contemplated or is pending. He shall be paid subsistence allowance and other allowances by the management during the period of suspension at such rates as may be specified by the University in each case. The teacher shall have right to appeal against the order of suspension to the Vice-Chancellor of the University within a period of two months from the date on which he receives the order of suspension.

(2) *Nature of penalties:—*The following penalties may for good and sufficient reasons be imposed on a teacher by the Management:—

(i) Censure.

(ii) With-holding of increment.

- (iii) Recovery from pay of any pecuniary loss caused to the institution/monetary value equivalent to the amount of increment ordered to be withheld.
- (iv) Reduction to a lower rank in the seniority list, or to a lower grade or post.
- (v) Dismissal from service.

The management shall be the Disciplinary Authority in imposing the penalties referred to above.

(3) *Procedure for imposing penalties*:—No order shall be passed imposing on a teacher the penalties specified in items (iv) and (v) except after an inquiry held as far as may be, in the manner herein provided. Whenever a complaint is received or for other reasons, the management is satisfied that there is a prima facie case for taking action against a teacher, the management or the authority empowered by it in this behalf shall frame definite charge or charges which shall be communicated to the teacher with a statement of the allegations on which each charge is based and of any other circumstances which it is proposed to take into consideration in passing orders on the case. The accused teacher shall be required to submit within a reasonable time to be specified in that behalf, a written statement of his defence and also to state whether he desires to be heard in person. The teacher may on his request be permitted to peruse or take extracts from the records pertaining to the case for the purpose of preparing his written statement. After the written statement is received within the time allowed the management if it is satisfied that a formal enquiry should be held into the conduct of the teacher, order that a formal enquiry be conducted.

The formal enquiry may be conducted by the management or by the Principal who may be authorised by the management in this behalf. The Authority conducting the enquiry shall in the course of the enquiry consider such documentary evidence and take such oral evidence as may be relevant or material in regard to the charges. The teacher shall be entitled to cross examine the witnesses examined in support of the charges and give evidence in person and have such witnesses as may be produced, examined in his defence. The person presenting the case in support of the charges shall be entitled to cross examine the teacher and the witnesses examined in his defence. At the conclusion the Authority who conducted the enquiry shall prepare a report recording its findings on each of the charges together with reasons therefor.

The record of enquiry shall include:

- (i) Charges framed against the teacher and the statement of allegations furnished to him;
- (ii) His written statement of defence;
- (iii) Oral evidence taken in the course of the enquiry;
- (iv) Documentary evidence considered in the course of enquiry;
- (v) Report setting out the findings on each charge and the reason therefor.

The Management, if it is not the Authority who conducted the enquiry shall consider the report of the Authority who conducted the enquiry and record its provisional findings. If it is of opinion that any of the penalties specified in items (iv) and (v) be imposed on the teacher, the teacher shall be given a notice stating the action proposed to be taken in regard to him and calling upon him to submit within a specified time, which may not generally exceed one month, such representation as he may wish to submit against the proposed action. On receipt of the representation the management shall consider it and determine what penalty if any should be imposed on the teacher and pass appropriate orders. The orders so passed shall be communicated to the teacher.

For imposing any of the penalties specified as items (i) to (iii) the procedure detailed above except the formal enquiry shall be followed.

(4) *Appeal*:—A teacher shall be entitled to appeal to the Vice-Chancellor of the University against any order passed by the management in respect of the penalties referred to in items (ii) to (v). Such appeal shall be submitted within a period of 60 days the appellant receives the order of punishment.

(5) During the period of suspension, the teacher shall be paid a monthly subsistence allowance which shall not be less than one-third of his monthly salary. When a teacher who had been dismissed, removed, compulsorily retired, or suspended, is reinstated, and the competent authority holds that the teacher has been fully exonerated or in the case of suspension that it was wholly unjustified, the teacher shall be given the full pay and allowances to which he would have been entitled had he not been dismissed, removed, compulsorily retired or suspended, as the case may be, provided the amounts already drawn as subsistence allowance shall be adjusted from the payments so made.

### **Retirement**

34. The age of retirement of a teacher shall be sixty provided however that in exceptional cases, the management may subject to the approval of the University re-appoint a teacher who has attained the age of 60, for a period of one year at a time, but in no case beyond the age of sixty-five.

### **Provident Fund**

35. Unless exempted by the University, every permanent teacher shall contribute to the Private College Teachers' Provident Fund instituted by the University, provided probationers and temporary teachers may also contribute subject to the provisions in the Rules of the Provident Fund appended (appendix III).

### **Invalid Gratuity**

36. A teacher whose services are terminated after he has completed a service of five years in the event of his becoming permanently incapacitated for further service on account of physical or mental unfitness shall be eligible



for a gratuity equal to one half of a month's pay for every completed year of service. Pay for this purpose shall be the pay of the teacher at the time of termination of his service.

### **Death Gratuity**

37. In the event of the death of a teacher while in service a gratuity equal to one-half of a month's pay for every completed year of his service shall be paid to his legal heirs. The amount of gratuity under this Ordinance shall not exceed Rs. 2,500.

### **Retirement Benefits**

38. The retirement benefits for teachers including pension shall be regulated by rules separately framed.

### **Miscellaneous**

39. A teacher transferred from one institution to another under the same management, shall be given T. A. and allowed sufficient joining time.

40. (a) Any dispute arising out of a contract between any teacher and the management shall at the request of the teacher concerned be referred to a Board of Arbitration consisting of one member nominated by the management, one member nominated by the Government not below the rank of a District Judge (who will be the Chairman) and a nominee of the teacher concerned.

(b) The award of the Board shall be final and no suit shall lie in any Civil Court in respect of the matter decided by the Board. Every such request shall be deemed to be a submission to arbitration upon the terms of this section within the meaning of the Indian Arbitration Act, 1940 and the provisions of the Act shall apply accordingly.

(c) All expenses relating to the arbitration shall be met according to the orders of the Arbitration Board.

41. Every College shall maintain a seniority list of teachers in the College. In the event of transfer of a teacher from one college to another under the same management, his seniority shall be safeguarded.

42. The Principal of a College shall maintain a service book in respect of every teacher.

43. Nothing in these Ordinances shall preclude the management or the Principal from making such additional rules as may be necessary which are not inconsistent with these Ordinances.

These additional rules when made shall be communicated to the teachers and to the University and shall be brought into force after approval by the University.

University Buildings,  
Trivandrum.

A. M. N. CHAKIAR,  
Registrar.

## APPENDIX I

## Form of Agreement

(To be executed in stamp paper of the value of Rs. 2.25 P.)

THIS AGREEMENT is made on the ..... day of ..... between ..... representing the Committee of Management of the ..... College (hereinafter called the Management) of the one part and ..... (hereinafter called "the Teacher") of the other part.

WHEREAS in pursuance of Sections 34 and 35 of the Kerala University Act (14 of 1957) and Clause 3 of the Ordinance made under the said Act embodying the conditions of service of teachers in Private Colleges it has become necessary that the Management and the Teacher shall enter into a written agreement on the appointment of the latter as a Teacher in the College.

AND WHEREAS the Management and the Teacher have read and fully understood the various provisions incorporated in the abovesaid Ordinance relating to conditions of service of the Teacher, the rights and obligations of the Management and the Teacher and matters incidental thereto;

NOW THIS AGREEMENT WITNESSES and the parties hereto hereby agree as follows:—

(1) The Management hereby appoints the aforesaid ..... as a ..... in the said College upon the following scale of salary and increments, namely the sum of Rupees ..... per mensem upto the month of ..... inclusive and thereafter by annual increments of Rupees ..... per upto Rupees ..... per mensem.

(2) The Teacher hereby accepts such appointment and engages himself in consideration of the said salary, faithfully and diligently to serve the said College and to assist the Principal of the said College and the Management, with zeal and efficiency in all matters pertaining to instruction and discipline and in addition to perform, when called upon to do so, any other such services as may reasonably be required of him by the Principal or the Management in furtherance of the interest of the said College;

(3) The Teacher shall be bound by any supplementary Rules that may be made by the Principal or the Management which are not inconsistent with the provisions contained in the aforesaid Ordinances;

(4) The period of service and the conditions of employment of the Teacher and the rights and duties of the Management shall be regulated by the provisions of the aforesaid Ordinances which shall be deemed to be incorporated herein:

Provided however that this agreement shall in no way prejudicially affect the rights of the teacher accruing from his previous service as teacher with this management and in particular the management hereby agrees to recognise the service of the teacher with the management in this college and in any other college under its management previous to the signing of this agreement, the details of which are shown in Schedule below;

(5) The termination of service of the Teacher and the resolution of all disputes arising out of this agreement between the Management and the Teacher shall be in accordance with the provisions made in regard thereto in the Act and the Ordinances aforesaid.

(6) The Management and the Teacher hereby accept all the provisions prescribed by the Ordinances relating to the conditions of service of the Teacher in the said College and agree to abide by them.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the dates respectively mentioned against their signatures.

Signed by Shri.....the Management.  
Date.....

In the presence of witnesses:

(1)

(2)

Signed by Shri.....for the Teacher.  
Date.....

In the presence of witnesses:

(1)

(2)

#### SCHEDULE OF PREVIOUS SERVICE

(1)

(1)

(3)

(4)

#### APPENDIX II

##### Rules for the grant of study leave to Teachers in Private Colleges.

I. Teachers with a continuous acting or temporary service of 2 years or more will be granted in addition to any leave which they are eligible for, leave without allowances under this rule for obtaining superior qualifications. Such leave will not, however, be given for broken periods but will cover the entire period of the course concerned. In cases of failure, extension of leave will be granted to cover the further period required for the completion of the course of study.

Acting or temporary teachers who have not put in two years' service will be granted leave for higher studies on condition that they should execute an agreement with sureties that they will serve the College for a minimum period of 5 years after completion of the course of higher studies. Those who fail to observe the terms of agreement will have to pay a penalty of Rs. 1,000. Specific provision in this regard shall be made in the terms of any such agreement.



II. 1. *Conditions for grant of study leave.*—(1) Subject to the conditions specified in these rules, study leave may be granted to a Teacher with due regard to the exigencies of public service to enable him to undergo in or out of India, a special course of study consisting of higher studies or specialised training in a professional or a technical subject having a direct and close connection with the sphere of his duties.

(2) Study leave shall not be granted unless—

- (i) the proposed course of study or training shall be of definite advantage from the point of view of academic interest,
- (ii) the Economic Affairs Department of the Ministry of Finance agrees to the release of foreign exchange involved in the grant of study leave, if such leave is outside India.

(3) Study leave out of India shall not be granted for the prosecution of studies in subjects for which adequate facilities exist in India.

(4) Study leave shall not ordinarily be granted to a teacher—

- (i) who has rendered less than five years' service,
- (ii) who does not hold a post not below the rank of a Lecturer,
- (iii) who is due to retire or has the option to retire within three years of the date on which he is expected to return to duty after the expiry of the leave.

(5) Study leave shall not be granted to a Teacher with such frequency as to remove him from contact with his regular work or to cause cadre difficulties owing to his absence on leave.

2. *Authority competent to sanction study leave.*—Study leave shall be sanctioned only by the Management.

3. *Maximum amount of study leave that may be granted at a time and during the entire service*—The maximum amount of study leave, which may be granted to a teacher shall be—

- (i) ordinarily twelve months at any one time, which shall not be exceeded save for exceptional reasons, and
- (ii) 24 months (inclusive of study leave granted under any other rules) in all during his entire service.

4. *Combination of study leave with leave of other kinds.*—(1) Study leave may be combined with other kinds of leave, but in no case shall the grant of this leave in combination with leave other than leave without allowances involve a total absence of more than twenty-eight months from the regular duties of the Teacher.

(2) A teacher granted study leave in combination with any other kind of leave may, if he so desires, commence his study before the end of the other kind of leave but the period of such leave coinciding with the course of study shall not count as study leave.

*Note:*—The limit of twenty-eight months of absence prescribed in sub-rule (1) includes the period of vacation.

5. *Regulation of study leave extending beyond course of study.*—When the course of study falls short of study leave sanctioned, the teacher shall resume duty on the conclusion of the course of study, unless the previous assent of the Management to treat the period of short-fall as ordinary leave has been obtained.

6. *Grant of study allowance.*—A study allowance shall be granted for the period spent in prosecuting a definite course of study at a recognised institution or in any definite tour of inspection of any special class of work, as well as for the period covered by any examination at the end of the course of study.

7. *Period for which study allowance may be granted.*—The period for which study allowance may be granted shall not exceed twenty-four months in all.

8. *Rates of study allowance.*—(1) The rates of study allowance shall be as follows but may be revised from time to time.

<i>Name of country</i>	<i>Study allowance per diem</i>
Australia	12s (Sterling)
Continent of Europe	£1. (Sterling)
India	(i) When the period of study does not exceed three months— Half the full daily allowance to which the teacher would have been entitled under the rules regulating his travelling allowance if he were on tour to the place of study.
	(ii) When the period of study exceeds three months— The study allowance will be at monthly rates, granted as compensatory allowance to be fixed in each case. The monthly rate will also be subject to the further condition that it should not exceed what the teacher would have received had the allowance been regulated under clause (i) above.
New Zealand	12s (Sterling)
United Kingdom	16s (Sterling)
United States of America	30s (Sterling)

(2) The rates of study allowance to be granted to a Teacher who takes study leave in other countries shall be such as may specially be determined by the Management in each case.

(3) In case where a Teacher is on study leave at the same place as his place of duty, the leave salary plus the study allowance shall not together exceed the pay that he would have otherwise drawn had he been on duty.

9. *Conditions governing grant of study allowance.*—(1) Study allowance may be paid at the end of every month provisionally subject to an undertaking in writing being obtained from the teacher that he would refund to Management any over payment consequent on his failure to produce the required certificate of attendance or otherwise.

(2) A Teacher may be allowed to draw study allowance for the entire period of vacation during the course of study subject to the conditions that

- (i) he attends during vacation any special course of study or practical training under the direction of the Management or
- (ii) in the absence of any such direction, he produces satisfactory evidence before the Head of Mission that he has continued his studies during the vacation.

*Note.*—"Head of Mission" means Ambassador, Charge D' Affairs, Minister, Consul-General, High Commissioner and any other authority declared as such by the Central Government in the country in which the Government servants undergoes a course of study or training.

(3) No study allowance shall be drawn during vacation falling at the end of a course of study except for a maximum period of fourteen days.

*Note.*—The period of vacation during which study allowance is drawn shall be taken into account in calculating the maximum period of twenty-four months for which study allowance is admissible.

(4) Study allowance shall not be granted for any period during which the Teacher interrupts his course of study to suit his own convenience:

Provided that the Management in a case where the study leave is taken in India or a Country where there is no Indian Mission and the Head of Mission, in other cases, may authorise the grant of study allowance, for any period not exceeding fourteen days at a time during which the Teacher is prevented by sickness from pursuing his course of study.

(5) In the case of a definite course of study at a recognised institution the study allowance shall be payable by the Management, on claims submitted by the Teacher from time to time, supported by proper certificates of attendance.

(6) The certificate of attendance required to be submitted in support of the claims for study allowance shall be forwarded at the end of the term, if the Teacher is undergoing study in an educational institution, or at intervals not exceeding three months, if he is undergoing study at any other institution.

(7) When the programme of study approved does not include, or does not consist entirely of such a course of study, the Teacher shall submit to the Management direct a diary showing how his time has been spent and a report indicating fully the nature of the methods and operations which have been studied and including suggestions as to the possibility of adopting such methods or operations to conditions obtaining in India. The Management shall decide whether the diary and report show if the time of the



Teacher was properly employed and shall determine accordingly for what periods study allowance may be granted.

(8) The payment of study allowance at the full rate shall be subject to the production of a certificate to the effect that he is not in receipt of any scholarships/stipend or any other remuneration in respect of any part-time employment.

10. *Grant of study allowance to teachers in receipt of scholarships or stipend.*—A teacher, who is granted study leave may be permitted to receive and retain, in addition to his leave salary any scholarship or stipend that may be awarded to him. Such a Teacher shall ordinarily not be granted any study allowance but in cases where the net amount of the scholarship or stipend (arrived at by deducting the cost of fees paid by the Teacher if any, from the value of the scholarship or stipend) is less than the study allowance that would be admissible but for the scholarship or stipend the difference between the value of net scholarship or stipend and the study allowance may be granted by the Management.

11. *Grant of study allowance to teachers who accept part-time employment during study leave.*—If a teacher who is granted study leave, is permitted to receive and retain, in addition to his leave salary, any remuneration in respect of a part-time employment he shall ordinarily not be granted any study allowance; but in cases where the net amount of remuneration received in respect of the part-time employment arrived at by deducting from remuneration any cost of fees paid by the Teacher is less than the study allowance that would be admissible but for the remuneration the difference between the net remuneration and the study allowance may be granted by the Management.

12. *Allowances in addition to study allowance.*—No allowance of any kind other than the study allowance or the travelling allowance where specially sanctioned under rule 13 shall be admissible to a Teacher in respect of the period of study leave granted to him.

13. *Grant of travelling allowance.*—A teacher shall not ordinarily be paid travelling allowance but the Management may in exceptional circumstances sanction the payment of such allowance.

14. *Cost of fees for study.*—A teacher granted study leave shall ordinarily be required to meet the cost of fees paid for the study, but in exceptional cases the Management may sanction the grant of such fees.

Provided that in no case shall the cost of fees be paid to a teacher who is in receipt of scholarship or stipend from whatever source, or who is permitted to receive or retain, in addition to his leave salary, any remuneration in respect of part time employment.

15. *Execution of a bond.*—Every teacher in permanent employ who has been granted study leave or extension of such leave shall be required to execute a bond as given in Annexure 'A' or Annexure 'AI' as the case may

be, before the study leave or extension of such leave granted to him commences. If study leave or extension of such leave is granted to a teacher not in permanent employ, the bond shall be executed as given in Annexure B or Annexure BI, as the case may be.

16. *Resignation and retirement.*—(1) If a teacher resigns/retires from service without returning to duty after a period of study leave or within a period of three years after such return to duty, he shall be required to refund double the amount of leave salary, study allowance, cost of fees, travelling and other expenses, if any, incurred by the Management drawn by him for the period of study leave, together with interest thereon at Government rates for the time being in force on Government loans from the date of demand before his resignation is accepted or permission to retire is granted:

Provided that the Management may relax this provision where a teacher is, on return to duty from study leave, forced to retire from the service on medical grounds.

(2) The study leave availed of by such a teacher shall be converted into regular leave standing at his credit on the date on which the study leave commenced, any regular leave taken in continuation of study leave being suitably adjusted for the purpose and the balance of the period of study leave, if any, which cannot be so converted, treated as leave without allowances. In addition to the amount to be refunded by the teacher under sub rule (1) he shall be required to refund any excess of leave salary actually drawn over the leave salary admissible on conversion of the study leave.

17. *Leave salary during study leave.*—During study leave, a teacher shall draw leave salary equal to the amount admissible during half-pay leave under Rule 23 of the conditions of service of Teachers in private colleges.

18. *Commencement of a course of study during leave other than study leave.*—A teacher, may, subject to the approval of the proper authority being obtained as required under the paragraph 1 of Annexure 'C' to these rules undertake or commence a course of study during earned leave and subject to Rules 6 to 13, and 16, draw study allowance in respect thereof.

19. *Counting of study leave for promotion, pension, seniority, leave and increments.*—(1) Study leave shall count as service for promotion and seniority. It shall also count as service for increments in the post in which the teacher would have continued but for going on study leave.

(2) The period spent on study leave shall not count for earning leave other than half pay leave.

20. *Debiting of study leave to the leave account.*—Study leave shall be treated as extra half pay leave and shall not be taken into account in reckoning the aggregate amount of half pay leave taken by the Teacher towards the maximum period admissible.

21. *Procedure for making application for study leave and grant of such leave.*—The procedure for making application for study leave and grant of such leave shall be as laid down in the procedural Instructions given in Annexure 'C' to these rules.

## ANNEXURE—A

(See Rule 15)

Bond for permanent teachers proceeding on study leave under the study leave rules.....

KNOW ALL MEN BY THESE PRESENTS THAT I.....  
 RESIDENT OF.....in the District of.....at  
 present employed as.....in.....  
 do hereby bind myself and my heirs executors and administrators to pay  
 to the.....(Hereinafter called "The Management")  
 on demand the sum of Rs..... (Rupees.....)  
 together with interest thereon from the date of demand at Government rates  
 for the time being in force on Government loans, or if payment is made in  
 a country other than India, the equivalent of the said amount in the  
 currency of that country converted at the official rate of exchange between  
 that country and India AND TOGETHER WITH all costs between attorney and  
 client and all charges and expenses that shall or may have been incurred by  
 the Management.

Signed and dated this.....day of.....one thousand  
 nine hundred and.....  
 Signature.....

Witness (1)  
 (2)

WHEREAS I.....am granted study leave by the  
 Management:

AND WHEREAS for the better protection of the Management I have  
 agreed to execute this bond with such condition as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT  
 in the event of my resigning or retiring from service without returning to  
 duty after the expiry or termination of the period of study leave or at any  
 time within a period of three years after my return to duty I shall forthwith  
 pay to the Management or as may be directed by the Management on  
 demand the said sum of Rs..... (Rupees.....)  
 together with interest thereon from the date of demand at Government rates  
 for the time being in force on Government loans.

AND upon my making such payment the above written obligation shall  
 be void and of no effect, otherwise it shall be and remains in full force  
 and virtue.

I have agreed to bear the stamp duty payable on this bond.

Signed and delivered by  
 in the presence of

Witness (1)  
 (2)

ACCEPTED

For and on behalf of the Management



## ANNEXURE—A. I

**Bond for permanent teachers granted extension of study leave**

KNOW ALL MEN BY THESE PRESENTS THAT I.....  
 .....resident of.....in the District of.....  
 at present employed as.....in.....  
 do hereby bind myself and my heirs, executors and administrators to pay  
 the.....(Hereinafter called "the Management") on  
 demand the sum of Rs.....(Rupees.....) together  
 with interest thereon from the date of demand at Government rates for the  
 time being in force on Government loans or, if payment is made in a country  
 other than India, the equivalent of the said amount in the currency of that  
 country converted at the official rate of exchange between that country and  
 India AND TOGETHER with all costs between attorney and client and all  
 charges and expenses that shall or may have been incurred by the  
 Management.

Signed and dated this.....day of.....One thousand  
 nine hundred and.....

WHEREAS I.....was granted study leave by the  
 Management for the period from.....to.....in consideration  
 of which I executed a bond dated.....for Rs.....(Rupees  
 ..... ) in favour of the Management.

AND WHEREAS for the extension of study leave has been granted to me  
 at my request until.....;

AND WHEREAS for the better protection of the Management I have  
 agreed to execute this bond with such condition as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT  
 in the event of my resigning or retiring from service without returning to duty  
 after the expiry or termination of the period of study leave so extended for  
 any time within a period of three years after my return to duty I shall  
 forthwith pay to the Management or as may be directed by the Management  
 on demand the said sum of Rs.....(Rupees.....)  
 together with interest thereon from the date of demand at Government rates  
 for the time being in force in Government loans.

AND upon my making such payment the above written obligation shall  
 be void and of no effect otherwise it shall be and remain in full force  
 and virtue.

The Management have agreed to bear the stamp duty payable on  
 this bond.

Signed and delivered by  
 F. J. J. in the presence of  
 Witness (1)  
 (2)

ACCEPTED  
*for and on behalf of the Management*

## ANNEXURE B

( See Rule 15 )

**Bond for Temporary Teachers proceeding on Study Leave  
under the Study Leave Rules.....**

KNOW ALL MEN BY THESE PRESENTS THAT WE.....  
 .....resident of.....in the  
 District of.....at present employed as.....  
 .....( hereinafter called "the obligor" ) and  
 Sri.....son of .....  
 of .. :.....and Sri .....  
 son of .....of.....(hereinafter  
 called the sureties) do hereby jointly and severally bind ourselves and our  
 respective heirs, executors and administrators to pay to the (hereinafter called  
 "the Management") on demand the sum of Rs. ....(Rupees  
 ..... ) together with interest thereon from the  
 date of demand at Government rates for the time being in force on  
 Government loans or if payment is made in a country other than India, the  
 equivalent of the said amount in the currency of that country converted at  
 the official rate of exchange between that country and India AND together  
 with all costs between attorney and client and all charges and expenses that  
 shall or may have been incurred by the Management.

.....Signed and  
 dated this ..... day of ..... One thousand  
 nine hundred and

Signature of the Obligor

Sureties (1)  
 (2)

Witnesses (1)  
 (2)

WHEREAS the obligor is granted study leave by the Management.

AND WHEREAS for the better protection of the Management the obligor  
 has agreed to execute this bond with such condition as hereunder is written :

AND WHEREAS the said sureties have agreed to execute this bond as  
 sureties on behalf of the above bounder ;

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in  
 the event of the obligor Sri .....resigning  
 from service without returning to duty after the expiry or termination of  
 the period of study leave of at any time within a period of three years after  
 his return to duty the obligor and the sureties shall forthwith pay to the  
 Management or as may be directed by the Management on demand the  
 said sum Rs. ....(Rupees..... )  
 together with interest thereon from the date of demand at Government rates  
 for the time being in force on Government loans.

And upon the obligor Sri..... and or  
Sri..... the sureties aforesaid  
making such payment the above written obligation shall be void and of no  
effect, otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS THAT the liability of the sureties hereunder shall not  
be impaired or discharged by reason of time being granted or by any  
forebearance act or omission of the Management or any person authorised  
by them (whether with or without the consent or knowledge of the sureties)  
nor shall it be necessary for the Management to use the obligor before using  
the sureties Sri..... and  
Sri..... or any of them for  
amounts due hereunder.

The Management have agreed to bear the stamp duty payable on  
this bond

Signed and delivered by the obligor above-named  
Sri..... in the presence of

Signed and delivered by the surety above-named  
Sri..... in the presence of

Signed and delivered by the surety above-named  
Sri..... in the presence of

ACCEPTED

*for and on behalf of the Management*

#### ANNEXURE—B I

(See Rule 15)

#### **Bond for Temporary Teacher granted extension of Study Leave**

KNOW ALL MEN BY THESE PRESENTS THAT WE.....  
.....RESIDENT OF.....IN THE  
District of.....at present employed as.....in  
.....(hereinafter called "the Obligor")  
and Sri..... son of.....of  
.....  
(hereinafter called the sureties) do hereby jointly and severally bind our-  
selves and our respective heirs, executors and administrators to pay to the  
.....(hereinafter called "the Management")  
on demand the sum of Rs.....(Rupees.....)  
together with interest thereon from the date of demand at Government rates  
for the time being in force on Government loans, or if payment is made in a  
country other than India, the equivalent of the said amount in the currency  
of that country converted at the official rate of exchange between that  
country and India AND TOGETHER WITH all costs between attorney and  
client and all charges and expenses that shall or may have been incurred by  
the Government.



Signed and dated this..... day of.....  
 One thousand nine hundred and.....

WHEREAS THE Obligor was granted study leave by the Management for the period from ..... to ..... in consideration of which he executed a bond dated ..... for Rs..... (Rupees.....) in favour of the Management.

AND WHEREAS THE extension of study leave has been granted to the obligor at his request until.....

AND WHEREAS for the better protection of the Management the obligor has agreed to execute this bond with such condition as hereunder is written :

AND WHEREAS the said sureties have agreed to execute this bond as sureties on behalf of the above bounder.....

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of the obligor Sri..... resigning from service without returning to duty after the expiry or termination of the period of study leave so extended or at any time within a period of three years after his return to duty the obligor and the sureties shall forthwith pay to the Management or as may be directed by the Management on demand the said sum of Rs..... (Rupees.....) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

And upon the obligor Shri..... and or Shri..... and or Shri..... the sureties aforesaid making such payment the above written obligation shall be void and or no effect otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the Management or any person authorised by them (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the Management to sue the obligor before suing the sureties Shri..... and Shri..... or any of them for amounts due hereunder.

The Management have agreed to bear the stamp duty, payable on this bond.

IN WITNESS WHEREOF..... the teacher above-named has signed these presents the day month and year first above written.

Signed, sealed and delivered by..... in the presence of :

(1)  
(2)

ACCEPTED

for and on behalf of the Management by.....

## ANNEXURE C

(See Rule 21)

**Procedural instruction for making application for study leave and grant of such leave**

1. Except as otherwise provided in these rules, all applications for study leave shall be submitted to Management through the principal and the course or courses of study contemplated and any examination which the teacher proposes to undergo shall be clearly specified therein. In a case where it is not possible for the teacher to give full details in his original application, or if, after leaving India he is to make any change in the programme which has been approved in India, he shall submit the particulars as soon as possible to the Management. In such cases he shall not, unless prepared to do so at his own risk, commence the course of study nor incur any expenses in connection therewith until he receives approval of the Management.

2. On completion of a course of study a certificate in the proper form together with certificates of examinations passed or special courses of study undertaken indicating the dates of commencement and termination of the course with remarks, if any, of the authority in charge of the course of study, shall be forwarded to the Management.

## APPENDIX III

**Rules regulating the Provident Fund of Teachers of Private Colleges**

1. *Authority and Designation.*—The Fund shall be known as the Provident Fund of Teachers of Private Colleges.

2. *Scope of the Fund.*—The fund shall be open to all teachers in permanent employ in Private Colleges under the University.

*Note ;*—Teachers appointed on probation are also eligible to contribute to the Fund.

3. *Object of the Fund.*—The object of the fund is to improve the position of the Teachers in the Private College by securing for them a provision in their old age or retirement.

4. *Definition.*—In these rules unless there is something repugnant in the subject or context :

(i) 'In permanent employ' and its cognate expressions mean all cases of appointment as teachers made substantively, and not temporarily, by competent authority.

(ii) 'Pay' means the pay of the substantive or permanent appointment held.

- (iii) 'Salary' means pay plus additional allowance for doing the work of a higher appointment.
- (iv) 'Teacher' means a Professor, Assistant Professor, Reader, Lecturer or such other person imparting instruction in a Private College.
- (v) 'Manager' means and includes the individual or corporate body or Committee or Association whether incorporated or not, on whom the management of a Private College rests.
- (vi) 'Private College' means a College not maintained by the University but admitted to the privileges of the University.
- (vii) 'Subscriber' means a teacher who subscribes to the Fund at the rates specified in rule 6 below.
- (viii) 'Contributor' means the Manager of private College who contributes to the Fund as per rule 7 below.
- (ix) 'Year' and 'month' shall respectively mean year and month reckoned according to the Christian era.
- (x) 'Rupee' means Indian Rupee.
- (xi) 'Government' means the Government of Kerala.
- (xii) 'Accountant General' means the Accountant General, Kerala.
- (xiii) 'University' means the University of Kerala.
- (xiv) 'Registrar' means the Registrar of the University of Kerala.
- (xv) 'University office' means the office of the General Administration of the University of Kerala.

5. *Condition to Membership.*—(a) Subscription to the Fund shall be optional in respect of teachers recruited prior to 1-1-1923 (17-9-1947). In the case of teachers entertained thereafter the Managers shall make it a condition of their appointment.

(b) When once a teacher has joined the fund he shall have no liberty to suspend voluntarily or to discontinue subscribing to the Fund.

6. *Rate of Subscription.*—The rate of subscription shall be Re. 0.06 per rupee of the pay or salary of the teacher, fractions of a rupee being omitted.

7. *Contribution by Managers.*—Managers shall contribute 50% of the subscription of each teacher.

8. *Contribution by the University.*—The University shall contribute an amount equal to the contribution by the Managers.

9. *Realisation of subscription.*—Subscriptions shall be recovered by the Managers from the pay bills of teachers.

10. *Subscription during leave or suspension.*—Teachers on leave shall subscribe at the rate prescribed in rule 6 above on their leave allowances. In the case of a teacher who is reinstated after suspension, he shall, after reinstatement, subscribe for the period of suspension on the pay or allowance, if any drawn for the period;



11. *Deposit.*—The subscriptions, together with the contributions, shall normally be deposited in the Savings Bank, or in the local or nearest Government Treasury. However, any surplus amounts available in the Savings Bank account of each College, over and above what may be required for the day to day requirements, may be invested in the name of the Principal/Management, in the State or Central Government Securities, provided the respective Bonds are lodged with the University in order to enable the University to exercise due control over their disposal by the Principal/Management.

12. *Temporary Loans from Provident Fund Account.*—Temporary advances will be granted to the teachers on the following conditions :—

- (i) The application for the temporary advance should be in the form prescribed by the University.
- (ii) The advance will be granted by the University for one of the following purposes :—
  - (a) Medical expenses of the subscriber or any person actually dependent on him.
  - (b) To pay for the overseas passage for reason of health or education of the subscriber or any person actually dependent on him.
  - (c) To pay obligatory expenses on a scale appropriate to the subscriber's status in connection with marriages, funerals or ceremonies which by religious or social customs of the applicant it is incumbent on him to perform.
- (iii) The advance shall not exceed 50% of the amount standing to the credit of the subscriber or 6 months' pay whichever is less.
- (iv) No fresh advance will be sanctioned unless the previous loan is repaid in full.
- (v) The advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct ; but such number shall not be less than 12 unless the subscriber so elects and not more than 24. A subscriber may, at his option, repay two or more instalments in a month.
- (vi) The instalments of repayment shall be recovered by deduction from the salary of the teacher and remitted into the P. D. account along with the regular subscriptions and the recovery shall commence on the first occasion after the advance is made on which the subscriber draws salary for a full month.
- (vii) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is complete, the whole or balance of the amount outstanding shall be repaid forthwith by the subscriber or in

default, be ordered by the University to be recovered from the salary of the subscriber in a lump sum or in monthly instalments as may be decided by the sanctioning authority.

13. *Withdrawals on quitting service or death.*—(a) When a teacher quits the service in the usual course or resigns his appointment for taking up service either under Government or in foreign service, his claims on the Fund shall be subject to the following conditions :—

- (i) A teacher quitting service or resigning his appointment after a period of not more than five years shall receive only half the total amount standing to the credit of his account in the Fund.
- (ii) A teacher who has put in more than five years but not more than ten years service shall receive only  $\frac{5}{8}$  of the total amount standing to the credit of his account in the Fund.
- (iii) A teacher who has put in more than ten years service but not more than fifteen years service shall receive only  $\frac{3}{4}$  of the total amount standing to the credit of his account in the Fund.
- (iv) A teacher who has put in more than fifteen years but not more than twenty years service shall receive only  $\frac{7}{8}$  of the total amount standing to the credit of his account in the Fund.
- (v) A teacher who has put in more than twenty years service shall receive the whole amount standing to the credit of his account in the Fund.

*Note :—*In calculating the service for purpose of rule 13a (i) to (iv) above, the continuous service of the teacher in a private college prior to his joining the Fund shall also be taken into account.

(b) When the teacher is for no fault of his made to quit the service by the Manager, he shall receive the amount due to him under rule 13a (i) to 13a (iv) above, plus the Manager's share of the remaining amount. If the teacher's service have, however, been terminated with the previous approval of the University, he shall be entitled to get the whole amount standing in his account.

(c) When a teacher is made to quit the service for any default on his part he shall receive only half the amount standing to the credit of his account in the Fund, irrespective of the period of his service.

*Note :—*Any amount pertaining to a private fund that may have been deposited in a teacher's account under rule 23 will not be taken into account in calculating the amount due to a teacher under rules 13 (a) to (c) above.

(d) In the event of a teacher's death before or after quitting the service but before the withdrawal of the amount, the whole amount standing in his account shall be paid to the legal representative of the estate as determined by a Civil Court having competency to pass orders in this respect

unless a special request in form 'C' has been submitted by the subscriber as to the disposal of the amount due to him, or unless such amount does not exceed Rs. 500 when it may be paid to such person or persons as the University may consider to be entitled thereto.

(e) When a teacher is transferred from one College to another under the same management, the whole amount standing in his account in the fund shall be transferred to his account in the new college. If he quits the service of the college and joins another under the University, the amount contributed by him and by the University shall be transferred to his Provident Fund Account of the new college, but he will be eligible for the management's contribution only at the following rates :—

'Up to five years' service	Nil
'5 to 10 years' service	Half
'Above 10 years' service	Full

14. *Lapses.*—The balance amount standing to the credit of an account after making payment under rules 13 (a) (i) to 13 (a) (iv) and 13 (c) shall lapse to and be equally divided between the Manager and the University. The balance after making payment under rules 13(b) shall lapse entirely to the University.

15. *Administration to the Fund.*—The general administration of the Fund will rest with the University and the cost of management hereof shall be met by the University. The University will also keep the accounts of the Funds.

16. *Procedure.*—Application from teachers for admission to the Privileges of the Fund shall be made in form 'A' and submitted to the University by the Managers of the Private Colleges concerned. The University will scrutinise the application, and if found correct, will assign a number to each application and communicate it to the Manager of the institution concerned.

17. The subscriptions recovered from the teachers under rules 6 to 10 together with the contributions by the Manager of the institution concerned under rule 7 shall be deposited by him before the 5th day of each month in a Savings Bank Account opened for the purpose in the name of the Manager.

Each such deposit shall be accompanied by a memo in duplicate in form 'B' and a receipt in the form specified hereunder for the amount of contribution by the University.

#### RECEIPT

"Received from the Officer-in-charge of the Treasury at.....  
 ..... the sum of Rs.....being contribution  
 by the University of Kerala for the month of.....  
 towards the Provident Fund of the teachers of.....  
 as per list in form 'B' sent herewith. Please credit the amount to the  
 Savings Bank Account No.....".



18. The Treasury Officer after seeing that the amount claimed in the receipt does not exceed the contribution by the Manager as per the memo in Form 'B' shall, by adjustment, credit the same to the Savings Bank Account concerned by Debit to 'Debt Head III C(a) 4-Advance to Kerala University' and shall sign the certificate of credit of the total amount in the memo.

19. The Treasury Officer shall forward the receipt obtained from the Manager as per rule 17 to the Accountant General along with the list of payments under 'Debt Head III C (a) 4 Advance to Kerala University' for the month and return the two copies of the Memo to the Manager, who shall send the duplicate copy to the Registrar, retaining the other as a document in support of the deposit.

20. The amount of contribution by the University credited to the Savings Bank Accounts in the various treasuries as per rule 18 above will be reimbursed to Government by the University every month on demand by the Accountant General.

21. On receipt of the memo in Form 'B' from the Manager, the Registrar shall see that the amount creditable to each individual account in the Fund is posted to the account concerned in the registers kept for the purpose in the University Office, and shall check their correctness with the Demand statement received from the Accountant General.

22. When interest (4%) is credited to the Savings Bank Accounts of the Managers as per Government Savings Bank Rules, the amount of interest so credited shall be intimated to the University Office by the Managers concerned. Interest so intimated shall be divided proportionately and posted to the individual accounts in the University Office.

23. *Yearly advice to the subscribers.*—As soon as possible after the close of each year, each subscriber to the Fund shall receive from the University Office a statement of his account made up to the close of the account year. A copy of the statement will also be supplied to the Manager of the College concerned. Subscribers should satisfy themselves as to the correctness of these statements, and unless errors or omissions if any in them are brought to the notice of the Registrar within one month from the date of their receipt, the University shall not be responsible for any sums not included in the accounts.

24. The Managers shall endeavour to secure that all subscribers to the Fund shall submit in the prescribed form the 'request' provided for in the rule 13(d). Each subscriber should be invited to renew or revise this declaration at least once a year. All such declarations in force shall be carefully preserved in the University Office. A subscriber is at liberty to change his nominee or nominees as often as he pleases. Only the person or persons last specified shall be recognised and the receipt by the last nominee or nominees shall be a full discharge against the fund.

25. When an account is, for any reason, to be closed, the Manager concerned will intimate the fact to the Registrar, stating the reason for closing the account. The account concerned shall be closed and the amount due to the teacher intimated to the Manager by the University Office. The

Manager shall, on receipt of the intimation of the amount due, prepare a withdrawal form for the amount and forward the same to the Registrar who will countersign and return it to the Manager. The Treasury Officers will not be at liberty to make any payments out of the Deposits with them, except on such withdrawal forms countersigned by the Registrar.

26. If, at the time of closing an account, the interest on the deposits concerned has not been credited according to rule 13 above, for any period, the amount of interest due for such period, calculated at the interest in force at the time, shall also be paid to the subscriber from the balance in the public account in the Treasury, in which the accumulations of the Provident Fund deposits of teachers are lodged if the amount is adequate for such payment.

*Note :—*If a depositor dies, retires or quits the service, interest will be allowed up to the end of the month preceding that in which he dies, retires or quits the service.

27. The usual limitation in regard to the deposits and withdrawals of amounts referred to in rule 7, 8, 11 and 26 (exemption of Rule 27 is limited to a maximum of Rs. 5 lakhs and balance in excess of this limit will not bear any interest) of Appendix 3 to Treasury Code Vol. II shall not apply to the S. B. operation connected with the Fund.

28. Managers of private colleges are not permitted to form separate funds besides the General Fund to be instituted under these rules; and the funds now maintained by the Managers will stop from the date of institution of the General Fund. It shall be optional to a teacher, who joins the General Fund to withdraw the amount standing to the credit of his account in the private fund or to deposit the same in the general fund and to start his individual account in the General Fund with that amount as opening balance. Contributions by the Manager or the University specified in Rules 7 and 8 of these rules shall not be allowed for such opening deposits. Accounting of such deposits shall be kept separate in the University office. The amount so deposited together with the interest accrued thereon shall be paid to the teacher when his account is closed.

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